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5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE DISTRICT OF NEVADA
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8 Case No. 2:20-cv-01470-GMN-VCF

9 ImageKeeper LLC, a Nevada limited
10 liability company

11 Plaintiff,

12 v.

13 Wright National Flood Insurance Services,
14 LLC, a Delaware limited liability company

15 Defendant.

**ORDER GRANTING MOTION FOR
PRELIMINARY INJUNCTION**

16 This Court, having considered Plaintiff ImageKeeper's Motion for Preliminary
17 Injunction, finds that for the reasons set forth in the Declarations, (ECF Nos. 6, 42, 46),
18 Plaintiff's verified complaint, and Plaintiff's aforementioned motion requesting said relief, that
19 Plaintiff has demonstrated a need for preliminary injunctive relief. It appearing to the Court
20 that the Plaintiff is likely to succeed on the merits of its DTSA and NUTSA claims, that they
21 will suffer irreparable injury if the requested relief is not issued, that the Defendant will not be
22 harmed if the requested relief is issued, and that public interest favors the entry of such an order,
it is hereby ORDERED that:

- 23 1. Plaintiff's request for a preliminary injunction is GRANTED;
- 24 2. Defendant including its employees, officers, members, agents, attorneys, and
25 representatives as well as any third-parties acting in concert with and at the direction
26 of the Defendant and otherwise involving the subject matter of this dispute, be
27 immediately restrained from, directly or indirectly, publicly releasing any confidential
28 and proprietary information of ImageKeeper in any manner;

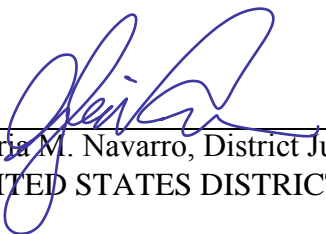
- 1 3. Defendant including its employees, officers, members, agents, attorneys, and
2 representatives as well as any third-parties acting in concert with and at the direction
3 of the Defendant and otherwise involving the subject matter of this dispute, be
4 immediately restrained from sharing or disclosing login credential with unauthorized
5 third-parties;
- 6 4. Defendant be tasked with ensuring that Evoke Technologies cease all involvement
7 with ImageKeeper technology and to fully account, and ultimately, return any retained
8 confidential information;
- 9 5. Defendant including its employees, officers, members, agents, attorneys, and
10 representatives as well as any third-parties acting in concert with and at the direction
11 of the Defendant and otherwise involving the subject matter of this dispute, be
12 immediately restrained from, directly or indirectly, releasing any products or services
13 using ImageKeeper's confidential information and proprietary technology;
- 14 6. Defendant including its employees, officers, members, agents, attorneys, and
15 representatives as well as any third-parties acting in concert with and at the direction
16 of the Defendant and otherwise involving the subject matter of this dispute, be
17 immediately restrained from, directly or indirectly, using, offering, releasing,
18 supporting, or marketing any products or software based on, or derived from, the
19 ImageKeeper System, including the Wright Application;
- 20 7. Defendant including its employees, officers, members, agents, attorneys, and
21 representatives as well as any third-parties acting in concert with and at the direction
22 of the Defendant and otherwise involving the subject matter of this dispute, be
23 immediately restrained from, directly or indirectly, engaging in any activities related to
24 the planning, design, development, coding or creation of any software or products that
25 uses, relies upon, is based on or discloses any of ImageKeeper's confidential,
26 proprietary or trade secret information;
- 27 8. Defendant including its employees, officers, members, agents, attorneys, and
28 representatives as well as any third-parties acting in concert with and at the direction

1 of the Defendant and otherwise involving the subject matter of this dispute, be
2 prohibited from further breaching the Software Service Agreement with Plaintiff
3 ImageKeeper, and be ordered to abide by the terms of the agreement;

- 4 9. Defendant including its employees, officers, members, agents, attorneys, and
5 representatives as well as any third-parties acting in concert with and at the direction
6 of the Defendant and otherwise involving the subject matter of this dispute, be
7 prohibited from destroying internal evidence and communications regarding the
8 development of Defendant's adjuster application and system.

9 IT IS SO ORDERED.

10 DATED this 23 day of September, 2020.

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14 Gloria M. Navarro, District Judge
15 UNITED STATES DISTRICT COURT
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